



# REQUEST FOR QUOTATION

SOLICITATION NO.: AG07-0009

Page 1 of 17

Arizona Office of the Attorney General

1275 West Washington Street

Phoenix, Arizona 85007

(602) 542-8030

Fax # (602) 542-8079

**SOLICITATION NUMBER: AG07-0009**

**DESCRIPTION: COMPUTER ROOM AIR CONDITIONING SYSTEM**

**QUOTE DUE DATE: October 23, 2006; 3:00 p.m. Local Arizona Time.**

**QUESTIONS DUE DATE: October 19, 2006; 3:00 p.m. Local Arizona Time.**

**PRE-PROPOSAL CONFERENCE: October 17, 2006; 10:00 am Local Arizona Time.** A Pre-Proposal Conference will be held at the Office of the Attorney General, 1275 West Washington Street, Phoenix, Arizona. Bidders are expected to be on time. This conference is being held to provide bidders an opportunity to physically inspect the described installation and ask questions relevant to this Request for Quotation.

**RFQ IN MS WORD:** A copy of this Request for Quotation is available in MS Word upon request. Send request to [jerry.connolly@azag.gov](mailto:jerry.connolly@azag.gov). The Solicitation on file in the AGO Procurement Office shall have precedence over any differing documents and any changes shall be without affect unless specifically accepted by the Contract Officer for this solicitation.

**SMALL BUSINESS REQUIREMENT:** In accordance with A.R.S. § 41-2535, this procurement is restricted to small businesses. A "small business" is one that, including its affiliates, is independently owned and operated, is not dominant in the type of business it conducts, and which employs fewer than 100 full time employees or which has gross receipts of less than \$4 million in its last fiscal year.

**OFFER DELIVERY LOCATION:** Offers may be faxed to the Office of the Attorney General's Office at 602-542 8079. The Office of the Attorney General is located at 1275 West Washington Street, Phoenix, Arizona 85007. Mailing address is Attorney General's Office; Procurement; 1275 West Washington Street; Phoenix, AZ 85007.

In accordance with ARS §41-2535 competitive offers for this solicitation will be received by Attorney General's Office Procurement at the specified location until the time and date cited above. Offers may be faxed to 602-542-8079. Offers must be in the actual possession of Attorney General's Office Procurement on or prior to the Solicitation Due Date and Time, and at the location indicated above. Late offers shall not be considered. Additional instructions for preparing an Offer are provided in the Uniform and Special Instructions to Offeror as contained within this notice.

**Offerors are Strongly Encouraged to Carefully Read the Entire Request for Quotations**

**Solicitation Contact Person:**

Jerry Connolly, Contract Management Supervisor

Phone Number: (602) 542-8030

Facsimile Number: (602) 542-8079

E-mail: [Jerry.Connolly@azag.gov](mailto:Jerry.Connolly@azag.gov)

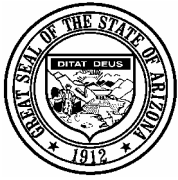
Attorney General's Office

Procurement

1275 West Washington Street

Phoenix, AZ 85007

Jerry Connolly  
Contract Management Supervisor



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## SCOPE OF WORK

Arizona Office of the Attorney General

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### 1. Purpose

The Arizona Office of the Attorney General's backup computer room is located on the first floor of 1275 West Washington Street in Phoenix, Arizona 85007. The present cooling equipment is comprised of a 2.5 ton unit providing cooling only. This existing unit does not provide ample cooling and is in need of replacement.

### 2. Computer Room Specifics

The room housing the computer equipment is located on the east side of the 1275 West Washington Building. One wall is an exterior wall. The room measures approximately 7 feet X 14 feet X 8 feet high. Heat load is estimated at approximately 16KVA. The new equipment shall be installed outside the east wall in the existing fenced utility area and the cooling ducted into the room. Contractor shall be responsible for verifying all dimensions and calculations to size and properly install the cooling equipment.

### 3. Scope of Work

3.1. The Contractor shall provide complete services to :

3.1.1. Evaluate the existing system and determine the proper replacement units.

3.1.2. Maintain adequate environmental conditions to sensitive computer equipment during the installation of the new the units.

3.1.3. Remove existing unit and transport it to Surplus Property located at 1537 West Jackson, Phoenix, Arizona.

3.1.4. Install replacement unit and make it operational; Installation shall include ducting or concrete slab necessary for the proper installation of all equipment;

3.1.5. Completely test equipment to assure that everything is working properly;

3.1.6. Facilitate a complete inspection and operational instruction session with an AGO employee;

3.1.7. Complete cleanup of the work area;

3.1.8. Provide a full one year warranty on all parts and labor;

3.1.9. Provide one full year of regular system maintenance.

3.2. System Specifications

3.2.1. Main unit replacement shall be capable of cooling the computer room to 70 degrees Fahrenheit.

3.2.2. Condenser and air handler units must physically reside outside of the building.

### 4. EPA Energy Star Products

4.1. A.R.S. §34-451(E) requires state agencies to procure energy efficient products that are certified by the United States Department of Energy or the United States Environmental Protection Agency as energy star or that are certified under the federal energy management program.

4.2. The equipment supplied for this project shall meet this requirement.

4.3. Quotations should include this documentation or documentation clearly demonstrating no Energy Star or certified product is currently available on the market.



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### 5. Warranty (On Site)

All equipment supplied under this contract shall be fully guaranteed by the contractor for a minimum period of 12 months from the date of acceptance by the State. Any defects of design, workmanship, or materials, resulting in non-compliance with the contract specifications, shall be fully corrected by the contractor (including parts and labor) without cost to the State. Warranty work requirements shall be performed by a technician on-site with a guaranteed response time of four (4) hours, seven (7) days a week, twenty-four (24) hours per day.

### 6. Operating and Maintenance Manuals

The Contractor shall furnish a complete, detailed guide for maintenance and operation of the new equipment. It shall include an index covering equipment and options. Manuals shall contain manufacturer's printed data and shall be sufficiently broad to serve operating staff as a permanent set of instructions which they can rely upon to understand the general theory and concept of the system and assist them in making operating maintenance adjustments. Manuals shall be provided at no additional cost to the AGO.

### 7. Project Coordination

The Contractor shall coordinate with AGO staff for the installation of the equipment. Installation shall be done with the minimal of intrusion on the staff. A plan for installation of the equipment (e.g. evening hour, early morning hour) should be submitted to the AGO and approved before installation is begun.



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## SPECIAL TERMS AND CONDITIONS

Arizona Office of the Attorney General

1275 West Washington Street

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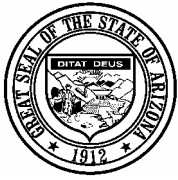
Fax # (602) 542-8079

### 1. Contract

- 1.1 Authority to Contract: This Contract is issued in accordance with ARS §41-2533 for the Office of the Attorney General.
- 1.2 Contract Type: Firm Fixed Cost.
- 1.3 Term of Contract: The term of the Contract shall commence on the date of award and shall continue for up to one year, unless terminated, canceled or extended as otherwise provided herein.
- 1.4 Documents Incorporated by Reference: The State of Arizona's Uniform Instructions to Offerors (Rev 7.1) and Uniform Terms and Conditions (Rev 7) are a part of this document as if fully set forth herein. Copies of these documents are available at <http://www.azspo.az.gov/PoliciesDocuments/index.htm> or by calling Jerry Connolly, Office of the Attorney General at 602-542-8030.
- 1.5 Changes: AGO reserves the right to add or delete materials and make other changes within the general scope of work as may be deemed necessary to best serve the interests of the State.
- 1.6 Non-Exclusive Contract: The State has the right to procure the services listed herein from Contractors other than those awarded Contracts pursuant to this Solicitation when necessary to meet the requirements of the State.
- 1.7 Removal of Contractor's Employees: The Contractor agrees to utilize only experienced, responsible and capable people in the performance of this Contract. AGO may require that the Contractor remove from an assignment employees who endanger persons or property or whose continued employment under this Contract is inconsistent with the interests of AGO.
- 1.8 Ownership of Materials: All materials, documents, deliverables and/or other products of the Contract (including but not limited to e.g., work plans, reports, etc.) shall be the sole, absolute and exclusive property of AGO, free from any claim or retention of right on the part of the Contractor, its agents, Subcontractors, officers or employees.

### 2. Contractor Responsibilities

- 2.1 Key Personnel: It is essential that the Contractor provide an adequate staff of experienced personnel, capable of and devoted to the successful accomplishment of work to be performed under this Contract. The Contractor must assign specific individuals to key positions. The Contractor agrees and understands that AGO's agreement to the Contract is predicated, in part and among other considerations, on the utilization of the specific individual(s) and/or personnel qualification(s) as identified and/or described in the Contractor's Offer. Therefore, the Contractor agrees that no substitution of such specified individual(s) and/or personnel qualifications shall be made without the prior written approval of AGO. The Contractor further agrees that any substitution made pursuant to this paragraph must be equal or better than originally proposed and that AGO's approval of a substitution shall not be construed as an acceptance of the substitution's performance potential. AGO agrees that an approval of a substitution will not be unreasonably withheld. The Contractor shall bear all transitional expenses incurred for any costs associated with removing or replacing Key Personnel who are performing work under the Contract.
- 2.2 Availability of Contractor: The Contractor shall be available immediately upon receipt of the Notice to Proceed and remain available to AGO throughout the period of performance as stated in the Contract.
- 2.3 Licenses and Permits: The Contractor shall maintain in current status all federal, state and local licenses permits required for the operation of the business and conducted by the contractor and for the completion of the work specified in the Scope of Work.
  - 2.3.1 The Contractor must be licensed in the State of Arizona and must identify the license numbers and types of licenses applicable to this Contract. All licenses shall be current and in good standing with the Register of Contractor's Office and not show suspension or interruption. Licenses must remain in good standing through the duration of this contract.
  - 2.3.2 Any applicable permits federal, state or local necessary to complete this project shall be identified and obtained by the Contractor. Cost for the permits shall be included in the cost bid for the project.



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2.4 New Equipment: All equipment, materials, parts and other components incorporated in the work or an item covered by this contract shall be new, of the latest model and of the most suitable grade for the purpose intended. Any and all work under this contract shall be performed in a skilled and workmanlike manner.

2.5 OSHA Guidelines: The Contractor shall be familiar with and operate within the guidelines set forth by the occupational safety and health act.

### 3. Protection of Existing Structures, Equipment, Vegetation, Utilities, and Improvements:

- 3.1 The Contractor shall preserve and protect all structures, equipment, vegetation (such as trees, shrubs, and grass), and improvements (such as asphalt parking areas) on or adjacent to the work site, which are not to be removed and which do not unreasonably interfere with the work required under this Contract.
- 3.2 The Contractor shall protect from damage all existing improvements and utilities (1) at or near the work site, and (2) on adjacent property of a third party, the locations of which are made known to or should be known by the Contractor through Blue Stake or other means.
- 3.3 The Contractor shall repair, at the Contractor's own expense, any damage to those facilities, including those that are the property of a third party, resulting from: failure to comply with the requirements of this Contract or failure to exercise reasonable care in performing the work.
- 3.4 If the Contractor fails or refuses to repair the damage promptly, the AGO may have the necessary work performed and charge the cost to the Contractor or reduce the amount due under the Contract.

### 4. Offshore Performance of Work Prohibited

Due to security and identity protection concerns, all services under this contract shall be performed within the borders of the United States. All storage and processing of information shall be performed within the borders of the United States. This provision applies to work performed by subcontractors at all tiers.

### 5. Federal Immigration Laws, Compliance by State Contractors

- 5.1 By entering into the contract, the contractor warrants compliance with the Federal immigration and Nationality Act (FINA) and all other Federal immigration laws and regulations related to the immigration status of its employees. The contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the Procurement Officer upon request. The contractor and its subcontractors shall also maintain Employment Eligibility Verification forms (I-9) as required by the U.S. Department of Labor's Immigration and Control Act), for all Employees performing work under the contract. I-9 forms are available for download at USCIS.GOV.
- 5.2 The State may request verification of compliance for any contractor or subcontractor performing work under the contract. Should the State suspect or find that the Contractor or any of its subcontractors are not in compliance, the State may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the contract for default, and suspension and/or debarment of the contractor. All costs necessary to verify compliance are the responsibility of the contractor.

### 6. Pricing

- 6.1 Pricing: Pricing for the work described shall be submitted in a lump sum, firm fixed cost all-inclusive basis. The firm fixed cost shall contain the labor rate, labor benefits, payroll burden, insurance, workman's compensation, fee, all taxes, profit, overhead, general and administrative expenses, fees, travel expenses and all other related charges.
- 6.2 Price Reduction: A price reduction adjustment may be offered at any time during the term of the Contract and shall become effective upon notice.



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### 7. Invoicing

- 7.1 Invoices and Payment: The Contractor shall submit an invoice to the AGO upon completion of the project. However, payment shall only be for the amount of work completed and accepted. In no instance shall the amount(s) being invoiced differ from the price established in the Contract and any subsequent approved written Amendments.
- 7.2 Invoice Format: Invoices shall include the Contract Number and be submitted per the pricing schedule. AGO will process the approved claim for payment in accordance with the standard operating procedures of the State of Arizona.

### 8. Insurance Requirements

A Certificate of Insurance demonstrating the following requirements have been met shall be provided within ten (10) days of notice of contract award or before beginning work, whichever comes first. Contractor and subcontractors shall procure and maintain, until all of their obligations, including any warranty periods under this Contract, are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

- 8.1 Minimum Scope and Limits of Insurance: The *insurance requirements* herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The State of Arizona in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this contract by the Contractor, its agents, representatives, employees or subcontractors, and Contractor is free to purchase additional insurance. Contractor shall provide coverage with limits of liability not less than those stated below.

#### 8.1.1 Commercial General Liability – Occurrence Form

- 8.1.1.1 Policy shall include bodily injury, property damage, personal injury and broad form contractual liability.
- 8.1.1.2 General Aggregate \$2,000,000
- 8.1.1.3 Products – Completed Operations Aggregate \$1,000,000
- 8.1.1.4 Personal and Advertising Injury \$1,000,000
- 8.1.1.5 Blanket Contractual Liability – Written and Oral \$1,000,000
- 8.1.1.6 Fire Legal Liability \$ 50,000
- 8.1.1.7 Each Occurrence \$1,000,000
- 8.1.1.8 Policy shall be endorsed to include master key coverage.
- 8.1.1.9 The policy shall be endorsed to include the following additional insured language: "The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor".
- 8.1.1.10 Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.
- 8.1.1.11 Policy shall be endorsed to include coverage for Broad Form Property Damage.

#### 8.1.2 Automobile Liability

- 8.1.2.1 Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of this Contract.
- 8.1.2.2 Combined Single Limit (CSL) \$1,000,000
- 8.1.2.3 The policy shall be endorsed to include the following additional insured language: "The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor, involving automobiles owned, leased, hired or borrowed by the Contractor".



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### 8.1.3 Worker's Compensation and Employers' Liability

- 8.1.3.1 Workers' Compensation Statutory
- 8.1.3.2 Employers' Liability
- 8.1.3.3 Each Accident \$500,000
- 8.1.3.4 Disease – Each Employee \$500,000
- 8.1.3.5 Disease – Policy Limit \$1,000,000

8.1.4 Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

8.1.5 This requirement shall not apply to: Separately, EACH contractor or subcontractor exempt under A.R.S. 23-901, and when such contractor or subcontractor executes the appropriate waiver (Sole Proprietor/Independent Contractor) form.

8.2 ADDITIONAL INSURANCE REQUIREMENTS: The policies shall include, or be endorsed to include, the following provisions:

- 8.2.1 The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees wherever additional insured status is required such additional insured shall be covered to the full limits of liability purchased by the Contractor, even if those limits of liability are in excess of those required by this Contract.
- 8.2.2 The Contractor's insurance coverage shall be primary insurance with respect to all other available sources.
- 8.2.3 Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.

8.3 NOTICE OF CANCELLATION: Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the State of Arizona. Such notice shall be sent directly to (State of Arizona Department Representative's Name and Address) and shall be sent by certified mail, return receipt requested.

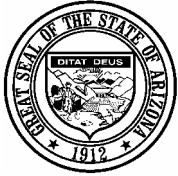
8.4 ACCEPTABILITY OF INSURERS: Insurance is to be placed with duly licensed or approved non-admitted insurers in the state of Arizona with an "A.M. Best" rating of not less than A- VII. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

8.5 VERIFICATION OF COVERAGE: Contractor shall furnish the State of Arizona with certificates of insurance (ACORD form or equivalent approved by the State of Arizona) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

8.6 All certificates and endorsements are to be received and approved by the State of Arizona before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.

8.7 All certificates required by this Contract shall be sent directly to (State of Arizona Department Representative's Name and Address). The State of Arizona project/contract number and project description shall be noted on the certificate of insurance. The State of Arizona reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time. DO NOT SEND CERTIFICATES OF INSURANCE TO THE STATE OF ARIZONA'S RISK MANAGEMENT SECTION.

8.8 SUBCONTRACTORS: Contractors' certificate(s) shall include all subcontractors as insureds under its policies or Contractor shall furnish to the State of Arizona separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.



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- 8.9 APPROVAL: Any modification or variation from the *insurance requirements* in this Contract shall be made by the Department of Administration, Risk Management Section, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.
- 8.10 EXCEPTIONS: In the event the Contractor or sub-contractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a Certificate of Self-Insurance. If the contractor or sub-contractor(s) is/are a State of Arizona agency, board, commission, or university, none of the above shall apply.





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## SPECIAL INSTRUCTIONS

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### 1. PREPARATION OF BIDS:

- Erasures, interlineations or other modifications to the Quotation shall be initialed in original ink by the authorized person signing the Vendor Offer.
- In case of error in the extension of prices in the quotation, unit price shall govern. No Quotation shall be altered, amended or withdrawn after the specified quotation due time and date.
- Periods of time, stated as a number of days, shall be calendar days.
- It is the responsibility of all Offerors to examine the entire Request for Quotation package and seek clarification of any requirement that may not be clear and to check all responses for accuracy before submitting a Quotation.
- A minimum of three verifiable references your organization has provided similar service in the last three years should be submitted with your Quotation. Attachment I should be filled out in its entirety.
- Energy Star compliance certification should be included with your Quotation (Item 3 of the Scope of Work).

**2. INQUIRIES:** Any question related to a Request for Quotation shall be directed to the Procurement Specialist whose name appears on the front. The Offeror shall not contact or ask questions of the department for which the requirement is being procured. Questions should be submitted in writing (Fax 602-542-8079 or e-mail [jerry.connolly@azag.gov](mailto:jerry.connolly@azag.gov) preferred). Any correspondence related to a solicitation should refer to the appropriate solicitation number, page and paragraph number.

**3. WITHDRAWAL OF BID:** At any time prior to a specified solicitation due time and date an Offeror (or designated representative) may withdraw the Quotation. Facsimiles, telegraphic or mailgram withdrawals will be considered if on letterhead and bearing appropriate signatory signature.

**4. PRE-PROPOSAL CONFERENCE:** Prospective Offerors are invited to attend a Pre-Proposal Conference. The date, time and location of this conference are indicated on the cover sheet. The purpose of this Conference will be to clarify the contents of this solicitation in order to prevent any misunderstanding of the State's position. Any doubt as to the requirements of this solicitation or any apparent omission or discrepancy should be presented to the State at this conference. The State will then determine the appropriate action necessary, if any, and issue a written amendment to the solicitation. Oral statements or instructions shall not constitute an amendment to this solicitation.

**5. OPENING:** This is a formal bid which will be read at a public opening at 1275 West Washington, Phoenix, Arizona. The name of the Offeror, the Quotation price and any information deemed relevant by the Procurement Officer shall be read aloud and recorded on the bid abstract. The bid abstract shall be available for public inspection.

**6. PRICING:** Price contained herein shall be firm for the specified equipment and/or service and shall include: Shipping FOB Destination, and includes insurance, permits and all other incidental cost.

**7. PAYMENT:** In accordance with Arizona Revised Statute § 35-342, any agency which purchases or procures goods and services from a nongovernmental entity on account shall pay the account in full within thirty days after receipt of goods or services and correct notice of amount due in writing to the agency or shall pay interest on the outstanding balance at the rate of ten per cent per annum (as prescribed in § 44-1201) until the account is paid in full, unless a good faith dispute exists as to the agency's obligation to pay all or a portion of the account.

**8. DISCOUNTS:** Payment discount periods shall be computed from the date of receipt of material/service or correct invoice, whichever is later, to the date the State's warrant is mailed. Unless freight and other charges are itemized, any discount provided shall be taken on full amount of invoice. Payment discounts of thirty (30) calendar days or more shall be deducted from the quotation price in determining the low quotation. The State shall be entitled to take advantage of any payment discount offered by the Vendor provided payment is made within the discount period.

**9. TAXES:** The State will pay any applicable State of Arizona transaction privilege tax and any other applicable state or local taxes on the services rendered or products supplied. No payment shall be made for any personal property taxes levied on vendor or any taxes levied on employee's wages. Applicable taxes shall be shown separately on any invoice and such sums shall be due and payable to vendor upon delivery. If claiming a tax exemption, State will provide vendor with valid tax exemption certificates. The amount of any



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applicable transaction privilege or use tax of a political subdivision of this state is not a factor in determining lowest bidder if a competing bidder located outside of this state is not subject to a transaction privilege or use tax of a political subdivision of this state.

### **10. AWARD OF CONTRACT:**

- a. This contract shall be awarded to the lowest cost responsible and responsive bidder whose bid conforms in all material respects to the requirements and criteria set forth within this solicitation.
- b. References must be verifiable, indicate your organization has provided similar service within the last three years and indicate bidder is a responsible contractor.
- c. Unless the Bidder states otherwise, or unless otherwise provided within this solicitation, the State reserves the right to award by individual line item, by group of line items, or as a total, whichever is deemed most advantageous to the State.
- d. Notwithstanding any other provision of the Request for Quotation, the State reserves the right to:
  - (1) Waive any immaterial defect or informality; or
  - (2) Reject any or all quotations, or portions thereof; or
  - (3) Reissue a Solicitation.
- e. A response to this Request for Quotation is an offer to contract with the State of Arizona based upon the terms, conditions and specifications contained in the State's Request for Quotation. Quotations do not become contracts unless and until an authorized procurement officer accepts them. A contract has its inception in the award document, eliminating a formal signing of a separate contract. For that reason, all of the Terms and Conditions of the procurement contract are contained in the Request for Quotation, unless any of the Terms and Conditions are modified by a contract amendment, or by mutually agreed Terms and Conditions in the contract documents.

### **11. CRITERIA FOR AWARD:**

- a. Acceptance of all terms and conditions of this RFQ;
- b. Meet all specifications of this RFQ;
- c. Provide a firm fixed cost;
- d. Must be a licensed Arizona Contractor in good standing;
- e. Provided three verifiable references who indicate satisfactory past performance.

- 12. BRAND NAME OR EQUAL:** Any manufacturer's names, trade names, brand name or catalog designations used in the specifications are for the purpose of describing and establishing the general quality level, design and performance desired. Such references are not intended to limit or restrict bidding by other vendors but are intended to approximate the quality design or performance which is desired. Any bid, which proposes like quality, design or performance, will be considered. If the description of your offer differs in any way, you must give complete detailed description of your quotation including pictures and literature where applicable. Unless a specific exception is made, the assumption will be that the bid will be exactly as specified in this Solicitation.

- 13. COST OF QUOTATION PREPARATION:** The State shall not reimburse the cost of developing, presenting or providing any response to this solicitation. Quotations submitted for consideration should be prepared simply and economically, providing adequate information in a straightforward and concise manner.

- 14. PUBLIC RECORD:** All quotations submitted in response to this Request for Quotation shall become the property of the State and shall become a matter of Public Record available for review, subsequent to the award notification, as provided for by the Arizona Procurement Code.



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## OFFER AND ACCEPTANCE

Arizona Office of the Attorney General

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Fax # (602) 542-8079

### TO THE STATE OF ARIZONA:

The Undersigned hereby offers and agrees to furnish the material, service or construction in compliance with all terms, conditions, specifications and amendments in the Solicitation and any written exceptions in the offer. Signature also certifies Small Business, Minority and/or Woman Owned Business status.

Arizona Transaction (Sales) Privilege Tax License No.:	For clarification of this offer, contact:		
	Name		
Federal Employer Identification No.:	Telephone #	Fax #	
	E-Mail		
Company Name:	Signature of Person Authorized to Sign Offer:		
Address:	Printed Name:		
	Title:		
City:	State:	Zip:	

### CERTIFICATION

By signature in the Offer section above, the bidder certifies:

1. The submission of the offer did not involve collusion or other anti-competitive practices.
2. The bidder shall not discriminate against any employee or applicant for employment in violation of Federal Executive Order 11246, State Executive Order 99-4 or A.R.S. §§ 41-1461 through 1465.
3. The bidder has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted offer. Failure to provide a valid signature affirming the stipulations required by this clause shall result in rejection of the offer. Signing the offer with a false statement shall void the offer, any resulting contract and may be subject to legal remedies provided by law.
4. **The bidder certifies that the above referenced organization [ ] is / [ ] is not a small business with less than 100 employees or has gross revenues of \$4 million or less.**
5. **The bidder certifies that the above organization [ ] is / [ ] is not a minority owned business enterprise.**
6. **The bidder certifies that the above organization [ ] is / [ ] is not a woman owned business enterprise.**

### ACCEPTANCE OF OFFER

The Offer is hereby accepted.

The Contractor is now bound to sell the materials or services specified in this solicitation, including all terms, conditions, specifications, amendments, etc., and the Contractor's Offer as accepted by the State.

This contract shall henceforth be referred to as Contract No. \_\_\_\_\_.

The Contractor is cautioned not to commence any billable work or to provide any material or service under this contract until the Contractor receives a purchase order, contract release document or written notice to proceed.

State of Arizona

Awarded this

Day of

20

Jerry Connolly

Contract Management Supervisor



# REQUEST FOR QUOTATION

**SOLICITATION NO.: AG07-0009**

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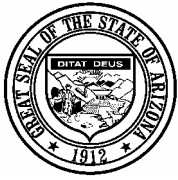
**OFFER AND ACCEPTANCE**

Arizona Office of the Attorney General

1275 West Washington Street  
Phoenix, Arizona 85007

(602) 542-8030

Fax # (602) 542-8079



# REQUEST FOR QUOTATION

SOLICITATION NO.: AG07-0009

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OFFER

Arizona Office of the Attorney General

1275 West Washington Street  
Phoenix, Arizona 85007

(602) 542-8030

Fax # (602) 542-8079

THE TERMS AND CONDITIONS INCLUDED WITH THIS SOLICITATION SHOULD BE REVIEWED AND UNDERSTOOD BEFORE PREPARING YOUR QUOTATION. ALL MATERIALS AND SERVICE SHALL BE QUOTED FOB DESTINATION.

**DELIVERY LOCATION:** Office of the Attorney General

1275 West Washington Street  
Phoenix, Arizona 85007

**VENDOR:**

**AGENCY CONTACT:**

**TELEPHONE NUMBER:** (602) 542-8030

**VENDOR CONTACT:**

**TELEPHONE NUMBER:**

LINE NO.	COMMODITY DESCRIPTION	QTY	U/M	UNIT PRICE	EXTENDED PRICE
	<b>Offerors shall bid both a 5 ton Unit and a 6 ton Unit. Contractor shall properly size and install the correct Unit based on appropriate heat load and other industry standard calculations.</b>				
1.	Air Conditioner to replace existing unit. Includes complete removal and disposal of the existing unit and all installation materials and labor to install and make operational the replacement unit to operate as the primary cooling and dehumidification air conditioning unit for the computer room as specified in this Request for Quotation.  Manufacturer of Unit _____  Model _____  Tonnage _____ 6 Ton _____  Seer Rating _____	1	Lot		
2.	Air Conditioner to replace existing unit. Includes complete removal and disposal of the existing unit and all installation materials and labor to install and make operational the replacement unit to operate as the primary cooling and dehumidification air conditioning unit for the computer room as specified in this Request for Quotation.  Manufacturer of Unit _____  Model _____  Tonnage _____ 5 Ton _____  Seer Rating _____	1	Lot		
3.	Options may be provided on a separate page.	SUBTOTAL			
		TAX			
	<b>THE AWARD OF THIS CONTRACT SHALL BE BASED ON WORK AS OUTLINED IN SCOPE OF WORK AND THE CRITERIA ESTABLISHED BY THIS REQUEST FOR QUOTATION.</b>	<b>TOTAL FOR COMPLETE REPLACEMENT AND INSTALLATION OF SYSTEM</b>			



# REQUEST FOR QUOTATION

**SOLICITATION NO.: AG07-0009**

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**OFFER**

Arizona Office of the Attorney General

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Phoenix, Arizona 85007

(602) 542-8030

Fax # (602) 542-8079

DELIVERY CAN BE MADE \_\_\_\_\_ CALENDAR DAYS AFTER RECEIPT OF ORDER.      PAYMENT TERMS: \_\_\_\_\_



# REQUEST FOR QUOTATION

SOLICITATION NO.: AG07-0009

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## ATTACHMENT I

Arizona Office of the Attorney General

1275 West Washington Street  
Phoenix, Arizona 85007

(602) 542-8030

Fax # (602) 542-8079

### General Organization Information

FIRM NAME AND PHYSICAL STREET ADDRESS:

MAILING ADDRESS:

YEAR FIRM WAS  
ESTABLISHED:

BRANCH OR MAIN  
OFFICE:

DESIGNATED CONTACT PERSON :

TELEPHONE:

FAX:

E-MAIL:

PROVIDE YOUR ARIZONA CONTRACTOR'S LICENSE NUMBER

PROVIDE THE TOTAL NUMBER OF EACH PERSONNEL IN YOUR FIRM BY THE CATEGORIES LISTED BELOW:

ADMINISTRATIVE

SALES

TECHNICAL

TOTAL PERSONNEL

A minimum of three verifiable references should be provided and should indicate your organization has provided similar service within the last three years.

#### REFERENCE #1

Company:

Contact:

Street Address

City, State, Zip

Telephone #

Fax #

E-Mail:

#### REFERENCE #2

Company:

Contact:

Street Address

City, State, Zip

Telephone #

Fax #

E-Mail:

#### REFERENCE #3

Company:

Contact:

Street Address

City, State, Zip

Telephone #

Fax #

E-Mail:

#### REFERENCE #4

Company:

Contact:

Street Address

City, State, Zip

Telephone #

Fax #

E-Mail:



# REQUEST FOR QUOTATION

SOLICITATION NO.: AG07-0009

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## ATTACHMENT I

Arizona Office of the Attorney General

1275 West Washington Street

Phoenix, Arizona 85007

(602) 542-8030

Fax # (602) 542-8079

### Major Subcontractor(s) General Organization Information

(This form may be copied or duplicated as appropriate to accommodate the number of major subcontractors)

Offerors are encouraged to make every effort to utilize subcontractors that are small, women owned and/or minority owned business enterprises.

FIRM NAME AND ADDRESS:

SERVICE SUBCONTRACTOR WILL  
PROVIDE:

YEAR FIRM WAS  
ESTABLISHED:

BRANCH OR MAIN  
OFFICE:

DESIGNATED CONTACT PERSON :

TELEPHONE:

FAX:

E-MAIL:

PROVIDE ARIZONA CONTRACTOR'S LICENSE NUMBER

PROVIDE THE TOTAL NUMBER OF EACH PERSONNEL IN YOUR FIRM BY THE CATEGORIES LISTED BELOW:

ADMINISTRATIVE

SALES

TECHNICAL

TOTAL PERSONNEL

1. The bidder certifies that the above referenced organization [ ] is/[ ] is not] a small business with less than 100 employees or has gross revenues of \$4 million or less.
2. The bidder certifies that the above organization [ ] is/[ ] is not] a minority owned business enterprise.
3. The bidder certifies that the above organization [ ] is/[ ] is not] a woman owned business enterprise.

#### REFERENCE #1

Company:

Contact:

Street Address

City, State, Zip

Telephone #

Fax #

E-Mail:

#### REFERENCE #2

Company:

Contact:

Street Address

City, State, Zip

Telephone #

Fax #

E-Mail:





# REQUEST FOR QUOTATION

**SOLICITATION NO.: AG07-0009**

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## ATTACHMENT I

Arizona Office of the Attorney General

1275 West Washington Street  
Phoenix, Arizona 85007

(602) 542-8030

Fax # (602) 542-8079

### REFERENCE #3

Company:

Contact:

Street Address

City, State, Zip

Telephone #

Fax #

E-Mail:

### REFERENCE #4

Company:

Contact:

Street Address

City, State, Zip

Telephone #

Fax #

E-Mail: